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LETTER DATED 19 APRIL 1999 FROM THE PERMANENT REPRESENTATIVE OF TOGO TO THE UNITED NATIONS ADDRESSED TO THE PRESIDENT OF THE SECURITY COUNCIL

In my capacity as Representative of the current Chairman of the Authority of Heads of State and Government of the Economic Community of West African States (ECOWAS), I have the honour to transmit to you herewith the text of the Agreement defining the operations, composition and status of ECOMOG on the territory of the Republic of Guinea-Bissau (see annex).

I should be grateful if you would have the text of this letter and its annex distributed as a document of the Security Council.

(Signed) Roland Y. KPOTSRA

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Annex

[Original: English and French]

AGREEMENT

DEFINING THE OPERATIONS, COMPOSITION AND STATUS OF ECOMOG ON THE TERRITORY OF THE REPUBLIC OF GUINEA BISSAU

BETWEEN

THE ECONOMIC COMMUNITY OF WEST AFRICAN STATES (ECOWAS)

AND

THE REPUBLIC OF GUINEA BISSAU

This agreement defining the operations, composition and status of ECOMOG on the territory of Guinea Bissau is made and entered into this 22nd day of march A.D. 1999

Between

The Economic Community of West African States, represented by and through its Executive Secretary, Mr. Lansana Kouyate, hereinafter known and referred to as "ECOWAS" of the one part,

And

The Republic of Guinea Bissau, represented by Mr. Joao Gomes Cardoso and Lieutenant Colonel Emilio Costa acting respectively on behalf of the two parties in conflict, signatories to the Praia Accord of 26 August 1998 and the Abuja Agreement of 1 November 1998, and the Supplementary Protocol of 15 December 1998 hereinafter referred to as Guinea Bissau, of the other part;

WHEREAS the crisis which erupted at dawn on 7 June 1998 has resulted in massive destruction of lives and property, and has caused massive displacement of populations within Guinea Bissau and into neighbouring countries;

AWARE that the crisis in Guinea Bissau has its origins in endogenous and exogenous factors;

CONVINCED that any solution which fails to take account of these factors and notably the sub-regional dimension to the conflict cannot be durable and definitive;

AWARE ALSO of the need to establish in Guinea Bissau a climate of stability and security without which the integration of the sub-region cannot be realised;

WELCOMING the joint mediation of the Economic Community of West African States and the Community of Portuguese-speaking Countries undertaken at the instance of ECOWAS, and which brought about the signing of a Ceasefire Agreement by the warring parties in Praia on 26 August 1998;

WELCOMING ALSO the signing by both parties in Abuja on 1 November 1998 of an Accord setting out the conditions for the return of definitive and durable peace to Guinea Bissau, and providing for the intervention of ECOMOG as an interposition force;

AWARE of the enormous commitment and the sustained efforts exerted by the Economic Community of West African States (ECOWAS) towards the peaceful resolution of the conflict in Guinea Bissau, and its desire to ensure that the country returns to normal life immediately after elections and the installation of an elected government;

RECOGNISING the need to define clearly the mandate and mission of ECOMOG, to take account of its international composition, to specify its privileges and immunity, to provide it with adequate protection and to guarantee its members the freedom vital to the accomplishment of their mission;

DESIRING to this end to put in place an appropriate legal framework;

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

1. "ECOMOG" or "The Group" means the ECOWAS Ceasefire Monitoring Group established pursuant to the ECOWAS Decison A/DEC. 1/8/90 of the Authority of Heads of State and Government of ECOWAS, to assist in the peace-keeping mission. ECOMOG consists of :

   (a) "Special Representative of the Chairman" appointed by the Chairman of the Authority of Heads of State and Government to exercise such powers and functions as are entrusted to him by the Authority, as is done at the present time, or

   (b) "Executive Secretary's Special Representative" appointed by the Executive Secretary of ECOWAS to exercise, under his authority, such powers and functions as are entrusted to him by the Authority, as envisaged in the ECOMOG regulation;

   (c) "The Force Commander" appointed as Chief of ECOMOG Operations by the Chairman of the Authority, or the Field Commander representing the Force Commander appointed by the current Chairman;

   (d) "Civilian Section" composed of ECOWAS officials and other persons assigned to assist any of the Special Representatives;

(e) "Military Section" composed of military or paramilitary personnel, but unless specifically stated otherwise, does not include service personnel assigned by the participating States to serve as part of ECOMOG.

2. "Member of ECOMOG" means any member of the military, paramilitary, or civilian section, but unless specifically stated otherwise, does not include service personnel.

3. "Participating State" means a member State that has contributed personnel to ECOMOG. A "Participating Government" is the government of a Participating State.

4. "Territory" means Guinea Bissau.

5. "Treaty" means the Revised Treaty of the Economic Community of West African States.

6. "Community" means the Economic Community of West African States whose establishment is reaffirmed pursuant to Article 2 of the Treaty.

7. "Chairman" or "Chairman of the Authority" means the current Chairman of the Authority of Heads of States and Government of the Community.

8. "Executive Secretary" means the Executive Secretary of the Community appointed under Article 18 of the Treaty.

9. "Special Representative" means, as the case may be, either the Special Representative of the Chairman, or the ECOWAS Executive Secretary's Special Representative.

10. "Praia Accord" means the peace agreement between the Government of Guinea Bissau and the Self-proclaimed Military Junta signed in Praia on 26 August 1998;

11. "Abuja Agreement" means the agreement between the Government of Guinea Bissau and the self-proclaimed Military Junta signed in Abuja on 1 November 1998;

12. "Supplementary Protocol" means the protocol between the Government of Guinea Bissau and the self-proclaimed Military junta signed in Lome on 15 December 1998;

13. "Convention" means the Convention on Privileges and Immunities of ECOWAS dated 22 April 1978;

14. "Service personnel" means locally recruited personnel working with ECOMOG who do not enjoy diplomatic immunities and tax exemption privileges.

15. "Government" means the Government of National Unity provided for in the Abuja Agreement of 1 November 1998.

ARTICLE II
EXTENSION OF ECOMOG SCOPE OF ACTIVITY

The Republic of Guinea Bissau reaffirms its acceptance of the extension of ECOMOG's scope of activity to its Territory.

ARTICLE III
APPLICATION OF THE AGREEMENT

Unless specifically provided otherwise, the provisions of this Agreement and any obligation undertaken by the Republic of Guinea Bissau or any privileges, immunity, facility or concession granted to ECOMOG or any member thereof, apply in the entire Territory.

ARTICLE IV
OPERATIONS

1) - MANDATE

ECOMOG shall monitor the ceasefire and put in place the conditions for a return to normal life, thus facilitating the holding of elections in Guinea Bissau.

2) - MISSIONS

As part of its peacekeeping mission, ECOMOG shall:

i) supervise observance of the ceasefire and, when necessary, report any violations observed;

ii) promote development of a climate of trust between the opposing parties;

iii) play the role of immediate conciliator between the parties in conflict. To this end, the Special Representative and the Force Commander shall take appropriate measures to ensure close collaboration at every level between said parties;

iv) assist the government to mobilise assistance from the international community, particularly the United Nations, in the detection of antipersonnel and antitank mines, and the demining of suspected mined areas;

v) act in collaboration with the government to enforce the ban on the movement of illicit arms, munitions and other war materials throughout the length and breadth of the Territory;

vi) provide security along the frontier between Guinea Bissau and Senegal;

vii) act as a buffer between the two parties until the arrival of a mixed commission comprising ECOMOG and the Guinea Bissau parties. The said Commission shall function until the reunification of the armed forces and police of Guinea Bissau. The mission of the mixed commission shall be set out by an ad hoc committee no later than 2 February 1999.

viii) in collaboration with the authorities, guarantee humanitarian organisations and agencies unfettered access to the affected civilian populations in the delivery of needed assistance;

ix) provide security for the Authorities and for diplomatic staff and, if so requested, for their families, and ensure safety of all public buildings;

x) organise elections, in collaboration with the government and the national elections commission, and if necessary, assure the safety of international observers, elections materials, polling areas, and the peaceful conduct of the elections.

3)- CONCEPT OF OPERATIONS

ECOMOG shall strive to return peace to the Territory and shall participate in the establishment of an environment conducive to the organisation of peaceful elections. To this effect, ECOMOG shall commence deployment of an advance team that will relieve the Guinean and Senegalese troops, with a view to the total withdrawal of those troops.

The Force Commander shall organise the deployment as dictated by the prevailing situation and in coordination with the military commanding officers of the two parties.

4)- SCHEDULE OF DISENGAGEMENT

From 3 February to 15 March 1999, the Joint Commission referred to in Article 4 paragraph 2(vii) shall carry out the demilitarisation of the city of Bissau by overseeing the return to barracks of the two warring parties, collection of arms, removal of battle lines and check points.

ECOMOG shall monitor adherence to the demilitarisation, including inside military barracks, and shall conduct patrols as appropriate in this regard.

In each region, joint sub-committees shall carry out the same tasks as are enumerated in sub-paragraph 1 under this paragraph.

All Guinean and Senegalese troops shall be withdrawn by 22 March, 1999.

5)- DURATION

The operations of ECOMOG shall cease, at the very latest, upon the installation of an elected government.

6)- EQUIPMENT

ECOMOG troops shall be adequately equipped to carry out their peace keeping mission. The type of arms they are issued shall depend on the number of troops to be deployed.

ARTICLE V
COMPOSITION OF ECOMOG

PARTICIPATING COUNTRIES

With the exception of Guinea and Senegal, all ECOWAS Member States wishing to do so may contribute troops to ECOMOG.

NUMBER OF TROOPS

The number of ECOMOG troops shall depend on its mandate and experience, the size of the Territory, the size of the population, the duration of the operations, the capacity of the contributing countries, the time it takes to restore mutual trust among the parties to the conflict, and how soon the Joint Commission referred to in Article 4 paragraph 2(vii) of this Agreement is established. The number shall also vary in line with the actions to be undertaken during the different phases of the operations, as stipulated in the paragraph on "Concept of Operations". Consequently, while the advance party shall be made up of 112 troops, the number shall rise to 600 at the total withdrawal of the Guinean and Senegalese troops, going up to 1 450 men if necessary.

ARTICLE VI
APPLICATION OF THE CONVENTION: PRIVILEGES & IMMUNITIES OF ECOMOG

1. The Convention shall apply to ECOMOG, subject to the special provisions specified in this Agreement.

2. Notwithstanding the application of the Convention, ECOMOG shall enjoy the most favourable of any privilege, immunity, facility or concession granted under the Convention as may be applicable to the parties concerned and the subject matter under consideration.

3. ECOMOG as a subsidiary organ of ECOWAS, enjoys the status, privileges and immunities of ECOWAS in accordance with the Convention and as provided for in the present Agreement.

The provision of Article 3 of the Convention shall also apply to the property, funds, and assets of Participating States used in the Territory in connection with the national contingents serving in ECOMOG operations, as provided for in Article III of the present Agreement. The Republic of Guinea Bissau recognises the right of the ECOMOG in particular:

(a) To import, free of duty and taxes, equipment, provisions, supplies and other goods which are for the exclusive and official use of the ECOMOG operations or for resale in any of its commissaries.

(b) To establish, maintain and operate commissaries at its headquarters, camps and posts for the benefit of the members of the ECOMOG operations, but not of service personnel.

(c) To clear ex-customs and excise warehouse, free of duty and taxes, equipment, provisions, supplies and other goods which are for the exclusive use of the ECOMOG operationns or for resale in the commissaries provided for above.

(d) To re-export or otherwise dispose of such equipment free of duty and taxes, and all provisions, supplies and other goods so imported or cleared ex-customs and excise warehouse;

To ensure that such importation, clearance, transfer or exportation may be effected with the least possible delay, a mutually satisfactory procedure, including documentation, shall be agreed between ECOMOG and the Republic of Guinea Bissau.

4. The Special Representative, the Force Commander and such other senior officials as the Special Representative or the Force Commander may designate shall be entitled to diplomatic privileges, immunities and facilities in accordance with the provisions of the Convention.

5. Military personnel assigned to the military section of ECOMOG shall have the privileges and immunities specifically provided for in this Agreement.

6. Members of the ECOWAS assigned to the civilian section remain officials of their respective Organisations are entitled to the privileges and immunities provided by the Convention.

7. Other persons assigned to the Civilian section of ECOMOG as well as civilian personnel assigned to the military section whose names are for the purpose notified to the Republic of Guinea Bissau by any of the Special Representatives, shall be considered as experts on mission, within the meaning of the Convention.

8. Service personnel of ECOMOG shall not enjoy diplomatic immunities and tax exemptions. The Republic of Guinea Bissau agrees to inform the Special Representative or the

Force Commander of any incident concerning a service personnel.

ARTICLE VII
STATUS OF ECOMOG

1. Recognising the sovereignty of Guinea Bissau, members of ECOMOG shall refrain from any activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present arrangements. They shall respect all local laws and regulations.

2. Without limiting the generality of paragraph 1 above, members of ECOMOG shall:

(i) refrain from any involvement in private civil disputes between citizens of Guinea Bissau;

(ii) not engage in any commercial business activity within the Territory.

The Special Representative and the Force Commander shall take all appropriate measures to ensure the observance of these obligations.

3. ECOMOG shall collaborate with the Republic of Guinea Bissau in the implementation of its mandate in line with the Praia Accord and the Abuja Agreement, the Lome Supplementary Protocol, and all other relevant Accords to be entered into in the quest for a peaceful, speedy and lasting solution to the Guinea Bissau crisis.

The above notwithstanding, nothing in this Agreement shall be interpreted to mean that the ECOMOG Operations, the Special Representative, the Force Commander or any

member of ECOMOG shall be under the control or authority of the Republic of Guinea Bissau. They are under the command and authority of the ECOWAS Authority of Heads of State and Government.

4. The Republic of Guinea Bissau undertakes to respect the exclusively international nature of ECOMOG.

Taxation

5. Members of ECOMOG shall be exempted from taxation on the pay and emoluments received from a Participating State, from donors or from any other source. They shall also be exempted from all other direct taxes and from all registration fees and charges.

Customs and fiscal regulations

6. Members of ECOMOG shall have the right to import free of duty their personal effects in connection with their arrival in the Territory. Special arrangements between the Force Commander and the authorities of Guinea Bissau shall be made for the implementation of the foregoing provisions in the interests of the Government and of the members of ECOMOG. The Force Commander shall take all necessary measures to prevent any abuse of the exemption and to prevent the sale or resale of such goods to persons other than members of ECOMOG.

7. Special facilities for entry or exit shall be granted by the immigration authority of Guinea Bissau to regularly constituted units of ECOMOG, provided that the authorities concerned have been duly notified. On their departure from the Territory, members of ECOMOG may take with them

such funds as the Special Representative or the Force Commander certifies were received from ECOMOG.

Entry, Residence and Departure

8. The Special Representative, the Force Commander and members of ECOMOG, shall, wherever so required, have the right to enter into, reside in and depart from the Territory.

9. The Republic of Guinea Bissau undertakes to facilitate the entry into and departure from the Territory of the Special Representative, the Force Commander and members of ECOMOG. ECOMOG undertakes to keep the Republic of Guinea Bissau informed of such movements.

For that purpose, the Special Representative, the Force Commander and members of ECOMOG shall be exempt from passport and visa regulations and immigration inspection, and restrictions on entering into or departing from the Territory. They shall also be exempted from any regulations governing the residence of aliens in the Territory including registration, but shall not be considered as acquiring the right to permanent residence or domicile in Guinea Bissau.

10. For the purpose of such entry or departure, members of ECOMOG shall only be required to have:

(a) an individual or collective movement order issued by or under the authority of the Special Representative or the Force Commander or any appropriate authority of a Participating State; and

(b) a personal identity card issued in accordance with Article VII paragraph 11 of the present Agreement, except in the case of first entry, when the personal identity card issued by the appropriate authorities of a Participating State shall be accepted in lieu of the said identity card.

11. The Special Representative or the Force Commander shall issue to each member of ECOMOG before or as soon as possible after such member's first entry into the Territory, as well as to all service personnel, a numbered ECOMOG identity card, which shall show full name, date of birth, title or rank, service (if appropriate) and photograph. Except as provided in Article V, paragraph 10 of this Agreement, such identity card shall be the only document required of a member of ECOMOG.

12. Members of ECOMOG as well as service personnel shall be required to present, but not to surrender, their ECOMOG identity card upon demand by any such official of the Republic of Guinea Bissau.

13 If a member of ECOMOG leaves the service of the Participating State to which he belongs and is not repatriated, the Force Commander shall immediately inform the Republic of Guinea Bissau, giving such particulars as may be required.

The Force Commander shall similarly inform the Republic of Guinea Bissau of any member of ECOMOG who has absented himself for more than twenty-one days.

In either of the above two instances, ECOMOG shall ensure, with the assistance of the Republic of Guinea Bissau, that such member of ECOMOG is apprehended and repartiated to the Participating State concerned at the expense of

ECOMOG or of his State of origin. If an expulsion order against an ex-member of ECOMOG has been made, the Force Commander shall be responsible for ensuring that the person concerned shall be received within the territory of the Participating State concerned.

Uniform and Arms

14. Military members of ECOMOG operations shall wear, while performing official duties, the national military or police uniform of their respective States with standard ECOMOG accoutrements. The wearing of civilian dress by the above-mentioned members of ECOMOG may be authorised by any of the Special Representatives or the Force Commander at other times. Military members of ECOMOG and such civilian personnel as may be designated by the Force Commander may possess and carry arms while on duty in accordance with their functions. No civilian personnel of ECOMOG shall be allowed to carry arms except where authorised by the Force Commander.

Permits and Licences:

15. The Republic of Guinea Bissau agrees to accept as valid, without tax or fee, a permit or licence issued by the Force Commander to any member of ECOMOG except service personnel or any ECOMOG transport or communication equipment, and for the practice of any profession or occupation in connection with the functions of ECOMOG operation.

However, no licence to drive a vehicle or pilot an aircraft shall be issued to any person who is not already in possession of an appropriate and valid licence.

Military Police, Arrest and Transfer of Custody, Prosecution and Mutual Assistance

16. The Force Commander shall take all appropriate measures to ensure the maintenance of discipline and good order among members of ECOMOG as well as service personnel.

To this end, personnel designated by the Force Commander shall police the premises of ECOMOG operations and such areas where its members are deployed.

Such personnel shall be employed only subject to arrangements, and in consultation with the Republic of Guinea Bissau, if necessary, to maintain discipline and order among members of ECOMOG.

17. The military police of ECOMOG shall have the power of arrest over the military members of ECOMOG. Military personnel placed under arrest outside their own contingent areas shall be transferred to their contingent's Commander for appropriate disciplinary action. The personnel mentioned in the present paragraph may also take into custody any other person on the premises of ECOMOG. Such other person shall be delivered immediately to the nearest appropriate government official for the purpose of dealing with any offence or disturbance on such premises.

18. Subject to the provisions of paragraphs 16 and 17 above, the Republic of Guinea Bissau may take into custody any member of ECOMOG:

(a) When so requested by the Force Commander; or

(b) When such a member of ECOMOG is apprehended in the commission or attempted commission of a criminal

offence; such person shall be delivered immediately, together with any weapons or other item seized, to the nearest appropriate representative of ECOMOG, whereafter the provisions of paragraph 24 of this Article shall apply mutatis mutandis.

19. When a person is taken into custody under paragraph 17 or paragraph 18(b) of this Article, ECOMOG or the Republic of Guinea Bissau, as the case may be, may make a preliminary interrogration but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation in the presence of a representative of the Force Commander.

20. ECOMOG and the Republic of Guinea Bissau shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses, and in the collection and production of evidence, including the seizure of, and, if appropriate, the handing over of items connected with an offence.

The handing over of any such items may be made subject to their return within the terms specified by the authority delivering them. Each shall notify the other of the disposition of any case, in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraph 17, 18 and 19 of this Article.

21. The Republic of Guinea Bissau shall ensure the prosecution of persons subject of its criminal jurisdiction who are accused of acts in relation to ECOMOG or its members which, if

committed by government forces, would have rendered such acts liable to prosecution.

Jurisdiction:

The following arrangements respecting criminal and civil jurisdiction are made having regard to the special functions of ECOMOG and to the interest of ECOWAS and not for the personal benefit of the members of ECOMOG.

22. Subject to paragraph 26 of this Article, all members of ECOMOG, excluding service personnel, shall be immune from legal process in respect of all utterances and publications, and in respect of all acts performed by them in their official capacity.

Such immunity shall continue even after they cease to be members of ECOMOG and after the expiration of the other provisions of this Agreement.

23. Should the Republic of Guinea Bissau consider that any member of ECOMOG has committed a criminal offence, it shall promptly inform the Force Commander and present to him any evidence available to it.

24. Subject to the provisions of paragraphs 18 and 25 of this Article, members of ECOMOG shall be subject to the exclusive jurisdiction of their respective Participating States in respect of any criminal offences which may be committed by them in the Territory. They shall not be subject to the criminal jurisdiction of the courts of Guinea Bissau.

25. If any member of ECOMOG is apprehended pursuant to paragraph 18 of this Article for violating the criminal laws of Guinea Bissau; or if the Republic of Guinea Bissau considers

that any member of ECOMOG has committed a criminal offence, pursuant to paragraphs 23 and 24 of this Article, the Force Commander shall immediately:

(a) Court-martial in the Territory such a member of ECOMOG in accordance with the criminal laws of his Participating State of origin; or

(b) Repatriate such member of ECOMOG to his State of origin for trial if the Force Commander determines that a court martial in the Territory would be prejudicial to the attainment of justice.

The member of ECOMOG so repatriated shall not be eligible to return to Guinea Bissau as a member of ECOMOG.

The Force Commander shall notify the Republic of Guinea Bissau of the outcome of the trial in both (a) and (b) above. Guinea Bissau undertakes to publish this verdict in the press.

26. If any civil proceeding is instituted against a member of ECOMOG before any court of the Territory, the Special Representative shall be notified immediately, and he shall certify to the court whether or not the proceeding is related to the official duties of such member.

(a) If the Special Representative certifies that the proceeding is related to the official duties, such proceeding shall be discontinued and the provisions of paragraph 1 Article X of this Agreement shall apply.

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. The Force Commander or

the Special Representative, as the case may be, shall ensure that such member of ECOMOG attends the trial, as assigned by the Court.

If the Force Commander or the Special Representative certifies that a member of ECOMOG is unable, because of official duties or authorised absence from the Territory, to protect his interests in the proceedings, the court shall, at the request of the defendant, suspend the proceeding until the elimination of the disability, but for not more than ninety days.

No personal property of the member of ECOMOG, including wages, shall be exempted from seizure for the satisfaction of judgement, except such property as shall be certified by the Special Representative to be needed by the defendant for the fulfillment of his official duties. The personal liberty of a member of ECOMOG shall not be restricted in the civil proceeding, decision or order, to compel an oath or for any other reason.

Deceased Members

27. The Special Representative or the Force Commander shall have the right to take charge of and dispose of the body of a member of ECOMOG who dies in the Territory, and may dispose of his personal property in accordance with directives issued by the Executive Secretary.

ARTICLE VIII
ECOWAS FLAGS AND VEHICLE MARKINGS

1. The Republic of Guinea Bissau recognises the right of ECOMOG to display within the Territory, the ECOWAS

flag on its headquarters, camps or other premises, vehicles or vessels as decided by the Executive Secretary. Other flags or pennants may be displayed in exceptional cases, subject to prior consultation with the Republic of Guinea Bissau.

2. Vehicles, vessels and aircraft of ECOMOG shall carry a distinct ECOWAS identification which shall be notified to the Republic of Guinea Bissau. All vehicles shall be conspicuously marked and numbered for the purpose of identification.

3. Vessels and aircraft bearing the insignia and flag of ECOWAS shall enjoy safe passage within the Territory.

ARTICLE IX
COMMUNICATIONS

1. ECOMOG shall enjoy the facilities in respect of communications provided for in the Convention only for the purpose of executing its task.

   Issues with respect to communications which may arise and which are not specifically provided for in this Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

2. Subject to the provisions of paragraph 1 above:

   (a) ECOMOG shall have authority to install and operate radio sending and receiving stations as well as satellite systems, to connect appropriate points within the Territory with each other and with ECOWAS, OAU and UN officials in other countries, and to exchange traffic with their communications network.

The telecommunications services shall be operated in accordance with the United Nations International Telecommunications Convention and Regulations and the frequencies on which any such station may be operated shall be decided upon in cooperation with the Republic of Guinea Bissau.

(b) ECOMOG shall enjoy, within the Territory, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile, electronic or any other means, and of establishing the necessary facilities for maintaining such communications within and between the premises of ECOMOG including the laying of cables and land lines and the repeater stations. The frequencies on which the radio will operate shall be decided upon in consultation with the Republic of Guinea Bissau. It is understood that connections with the local system of telegraphs, telex and telephones shall be made with the consent of the Republic of Guinea Bissau ; it being further understood that the use of the local system of telegraphs, telex and telephones shall be at no cost to ECOMOG.

(c) Mail designated for ECOMOG shall be transported via diplomatic pouches.

(d) Subject to the provisions of this Agreement regarding the privileges of ECOMOG and its personnel so specified, parcels entering the Territory through the regular mailing and courier systems may be subject to the postal laws and regulations of Guinea Bissau.

ARTICLE X

TRAVEL AND TRANSPORT

1. ECOMOG and its members shall enjoy, together with its vehicles, vessels, aircraft and equipment, freedom of movement throughout the Territory. The Special Representatives and the Force Commander shall inform the Republic of Guinea Bissau of planned mass movements of personnel, stores or vehicles through airports, ports or roads used for general traffic within the Territory. The Republic of Guinea Bissau undertakes to supply ECOMOG, where necessary, with maps and other information that may be useful in facilitating its movements.

2. Vehicles, including all military vehicles, vessels and aircraft of ECOMOG shall not be subject to registration or licensing by Guinea Bissau.

3. A mutually satisfactory mechanism for the funding and settlement of Third Party claims shall be agreed upon by the parties to this Agreement.

4. ECOMOG may use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls or charges, including wharfage charges, other than charges for service rendered.

ARTICLE XI
FACILITIES FOR THE ECOMOG OPERATIONS

Premises Required for Conducting the Operational and Administrative Activities of ECOMOG and forAccommodation of Members of the Interposition Force.

1. The Republic of Guinea Bissau shall provide, without cost to ECOMOG and in agreement with the Special Representative and the Force Commander, such areas for headquarters, or other premises as may be necessary for the conduct of the operational and administrative activities of ECOMOG and for the accommodation of its members. Without prejudice to the fact that all such premises remain Guinea Bissau territory, they shall be inviolable and shall be subject to the exclusive control and authority of ECOWAS. Where ECOMOG troops are co-located with any Guinea Bissau military personnel, a permanent, direct and immediate access by ECOMOG to those premises shall be guaranteed.

2. The Republic of Guinea Bissau undertakes to assist ECOMOG in obtaining and making available, where applicable, water, electricity and other facilities free of charge and, in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority to the needs of the Group as to essential government services. ECOMOG shall be responsible for the maintenance and up-keep of faclities so provided.

3. ECOMOG shall have the right, where necessary, to generate electricity for its use and may transmit and distribute such electricity outside its premises free of charge.

4. Only the Force Commander or a duly authorised official of ECOMOG may consent to the entry of any government official or any other person not a member of the Group to such premises.

Provisions, Services and Sanitary Arrangements

5. The Republic of Guinea Bissau undertakes to assist ECOMOG, as far as possible, in obtaining equipment, provisions, supplies and other goods and services from local sources required for its subsistence and operations.

In making purchases on the local market, ECOMOG shall, on the basis of observations made and information provided by the Republic of Guinea Bissau in that respect, avoid any adverse effect on the local economy. The Republic of Guinea Bissau shall exempt ECOMOG operations from general sales taxes in respect of all local purchases.

6. ECOMOG and the Republic of Guinea Bissau shall cooperate with respect to sanitary services and shall extend to each other the fullest cooperation in matters concerning health, particularly with respect to the control of communicable diseases, in accordance with international Conventions.

Recruitment of Local Personnel

7. ECOMOG may recruit locally such personnel as it requires, having so advised the Government. Upon the request of the Special Representative or the Force Commander, the Republic of Guinea Bissau undertakes to facilitate the recruitment of qualified local staff by ECOMOG and to accelerate the process of such recruitment.

Currency

8. The Republic of Guinea Bissau undertakes to make available to ECOMOG against reimbursement in mutually acceptable currency, local currency required for the use of ECOMOG, including the pay of its members, at the rate of exchange most favourable to ECOMOG.

ARTICLE XII
SETTLEMENT OF DISPUTES

1. Any dispute or claim of a private law character to which ECOMOG or any member thereof is a party and over which the courts of the Territory do not have jurisdiction because of any provision of this Agreement shall be settled by a three-member Standing Claims Commission to be established for that purpose.

One member of the Commission shall be appointed by the ECOWAS Executive Secretary, one member by the Republic of Guinea Bissau, and a Chairman jointly appointed by the Republic of Guinea Bissau and the Executive Secretary. The Chairman shall be a jurist from an African country other than those contributing or which have contributed troops to ECOMOG. If no agreement as to the Chairman is reached within thirty days of the appointment of the first member of the Commission, the President of the International Court of Justice may, at the request of either the Executive Secretary or the Republic of Guinea Bissau, appoint the Chairman. Any vacancy on the Commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period therein prescribed shall start as soon as there is a vacancy in the chairmanship.

The Commission shall determine its own procedures, provided that any two members shall constitute a quorum. All decisions shall require the approval of any two members. The awards of the Commission shall be final and binding. The awards of the Commission shall be notified to the parties. The Executive Secretary shall use his best endeavours to ensure compliance.

2. Disputes concerning terms of employment and conditions of service personnel shall be settled by the administrative procedures to be established by the Force Commander in consultation with the Executive Secretary.

3. Subject to the Agreement of the parties for the funding hereof, the Commission shall commence its activities within sixty (60) days as of the date of this agreement.

ARTICLE XIII
SUPPLEMENTARY ARRANGEMENTS

The parties to this Agreement may conclude supplementary arrangements to this Agreement.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

1. Wherever the present Agreement refers to the privileges, immunities and rights of ECOMOG and its members and to the facilities and territory to be provided to ECOMOG and its members, the Republic of Guinea Bissau shall ensure the implementation and fulfillment of such privileges, immunities, rights and facilities.

ARTICLE XV
ENTRY INTO FORCE

This Agreement shall enter into force on the date of signature.

IN FAITH WHEREOF THE UNDERSIGNED, DULY AUTHORISED REPRESENTATIVES OF THE ECONOMIC COMMUNITY OF WEST AFRICAN STATES OF THE ONE PART, AND THE REPUBLIC OF GUINEA BISSAU AND THE SELF-PROCLAIMED MILITARY JUNTA OF THE OTHER PART, HAVE SIGNED THIS AGREEMENT IN NINE ORIGINALS IN THE ENGLISH, FRENCH AND PORTUGUESE LANGUAGES.

DONE AT BISSAU, THIS 22nd DAY OF MARCH 1998

FOR THE ECONOMIC COMMUNITY
OF WEST AFRICAN STATES

.....
LANSANA KOUYATE
EXECUTIVE SECRETARY

FOR THE REPUBLIC OF GUINEA BISSAU

.....
MR. JOAO GOMES CARDOSO
REPRESENTING THE PRESIDENT
OF GUINEA BISSAU

.....
LT. COL EMILIO COSTA
REPRESENTING THE SELF
PROCLAIMED MILITARY
JUNTA